

AGREEMENT
BETWEEN
THE LINDEN EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF LINDEN
COUNTY OF UNION, N.J.
JULY 1, 1993 - JUNE 30, 1995

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PREAMBLE

This Agreement entered into this first day of July, 1993 by and between the Board of Education of Linden, the City of Linden, New Jersey, (sometimes hereinafter called the "Board") and the Linden Education Association, (sometimes hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Linden School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

Whereas, the parties have an obligation pursuant to Chapter 303 Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974, to enter into bona fide negotiations to and with each other

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following fulltime personnel whether under contract, on leave, employed or hereafter employed by the Board, including:

1. Classroom Teachers
2. Nurses
3. Librarians
4. Guidance Counselors
5. Special Services Personnel
6. Audio Visual/Educational Media Personnel
7. Helping teachers provided they do not provide supervisory or administrative functions
8. Secretaries other than confidential employees as defined
9. Clerical Aides
10. Administrative Aides
11. Attendance Officers

but excluding:

1. Administrators
2. Supervisory Personnel
3. Non - Profession Personnel
4. School psychologists *, Psychiatrists and others with supervisory responsibilities.

* will be included in this unit at the expiration of the Administrator's contract, approximately July, 1995.

5. Substitute teachers
6. Confidential employees - defined as including Secretary to the Superintendent and Secretary to the Board Secretary/Business Administrator

B. DEFINITIONS

1. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all professional certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

2. Unless otherwise indicated, the term "Secretaries", when used hereinafter in this Agreement, shall refer to all secretarial employees represented by the Association in the negotiating unit as above defined, and references to male secretaries shall include female secretaries.

3. Unless otherwise indicated, the term "Employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. COMMENCEMENT DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. INFORMATION

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or furnish any information which does not exist as a separate public record or document.

C. PROCEDURE

1. Representation

Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party.

2. Meeting Time

All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

D. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this

Agreement to employees covered by this Agreement as established by the written rules, regulations and/or written policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

E. INTERIM NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties, at the time they negotiated or executed this Agreement.

F. MODIFICATIONS CLAUSE

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" shall be defined as a complaint, alleging a violation of a specific Article and Section of this Agreement, or changes of Board of Education policy during the term of this Agreement which, it is alleged, change or modify rights of employees specifically provided for in the within Agreement.

2. Aggrieved Person

An "aggrieved person" is an employee or group of employees making the claim.

3. Party in Interest

A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom an action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which may from time to time arise affecting the welfare or terms of employment of employees.

1. Confidentiality

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussions

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views. Such informal settlement shall not be a binding past practice on either party nor shall it be considered an erosion of either the Board's contractual rights or the Association's contractual rights.

C. PROCEDURE

1. No grievance shall be processed under Article III unless the aggrieved person shall formally institute the procedure called for in this Article within fifteen (15) school days of the date of the alleged occurrence.

2. End of Year Grievance

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

3. Level One

An aggrieved person with a grievance shall first discuss it with his/her appropriate principal, director or supervisor, either directly or through his/her representative, with the objective of resolving the matter informally. Any disposition at this level ONE must be with the concurrence of the building principal, except, if Level One is at the Superintendent's or Business Administrator's Office

4. Level Two

If the aggrieved person disagrees with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Superintendent of Schools. Said grievance shall state all elements with as much specification as possible.

5. Level Three

If the aggrieved person still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved person shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only three (3) hearings per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) school days from the receipt of the decision of the Superintendent of Schools, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, and shall be convened within forty (40) calendar days after the request has been made.

6. Level Four

(a) If the aggrieved person disagrees with the disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved person shall, within five (5) school days after a decision by the Board, or fifteen (15) school days after the grievance was delivered in writing to the Board provided no hearing has been requested, whichever is sooner, submit the grievance to arbitration, giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

7. Arbitration

Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the American Arbitration Association at its Somerset Office. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the American Arbitration Association shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make

decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/ she shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employees and Association

A party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. LIMITATIONS

The decision of the Board shall be final and binding and not subject to Arbitration in the following instances:

1. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein and

2. Where the failure of the Board to act is because the Board lacks the authority to act;

3. Where the subject of the grievance involves promotions of faculty or staff;

4. Where the grievance involves granting or refusal to grant tenure to any employee;

5. Where the grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;

6. In any matter for which a method of review is prescribed by law;

7. In any matter involving the dismissal or reassignment of a non-tenure employee or the failure to rehire a non-tenure employee;

8. A complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure

is either not possible or not required.

E. MISCELLANEOUS

1. Group Grievances

If in the judgement of the Association a grievance affects a group or class of employees the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest and to the Association.

3. Administrative Directives

A grievant does not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she has instituted a grievance.

4. Separate Grievance File

All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants except as to the incident complained of which may or may not be the subject of the grievance.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, so long as there is no conflict with the rules of the American Arbitration Association as to any arbitration hearings or there is no conflict with any statute or law of the State of New Jersey.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, minutes of all Board meetings, census data, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, where applicable, together with information which may be necessary for the Association to process any grievance or complaint.

B. RELEASE TIME FOR MEETING

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiation, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

C. REPRESENTATIVES OF THE STATE AND NATIONAL ASSOCIATION

Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with approval of the Superintendent provided that this shall not interfere with normal school operations.

D. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations. The Principal shall be notified, in advance, of the time and place of all such meetings.

E. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment including typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use, with the approval of the Principal which approval shall not be unreasonably withheld. Central Office Equipment, containing confidential Board matters shall not be used.

F. BULLETIN BOARDS

The Association shall have, in each school building, the

exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given in advance to the Principal.

G. MAIL FACILITIES

The Association shall have the right to use the school mail boxes as it deems necessary, with the approval of the Principal.

H. ORIENTATION PROGRAMS

The Association shall have the right to have its representatives speak at all orientation programs for new teachers.

I. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees.

J. LEAVE FOR THE ASSOCIATION PRESIDENT

1. At the discretion of the Superintendent, the Association President or his/her designee, for the purpose of engaging in activities for the Linden Education Association, may be granted a total of three days of leave with full pay in addition to any other provisions provided for in this Contract. The President or his/her designee shall give notification and seek approval at least two school days in advance of the requested day or days for said leave. The days may be consecutive or separate individual days throughout the school year.

2. The Association President, providing he/she is assigned to the High School or Middle School shall be assigned a preparation period during the last instructional period of the school day during which time Association business may be conducted. He/she shall have the right to sign out and leave the building during this time and shall not be required to return, except in the case of scheduled faculty meetings or duties assigned on the equitable rotating basis. The Association President shall not be assigned a homeroom.

If the Association President is assigned to an elementary building, he/she shall have no duties assigned (other than classroom assignment) and shall have the right to leave the building during periods of non-pupil contact time to conduct Association business.

3. The Association President or his/her designee shall first notify the Principal or designee that he/she is in the building on Association business.

ARTICLE V

TEACHER WORK YEAR

The Board of Education, or its designee, agrees to consult with the calendar committee of the Association prior to the preparation of the school calendar, with final determination to be made by the Board. A copy of the Board approved calendar will be distributed to each teacher prior to the close of the school year.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. The regular in-school work day, inclusive of a duty free lunch for all teachers, shall be as follows:

Elementary Level ----- 6 hours 45 minutes

Middle School Level ----- 7 hours 00 minutes

High School Level ----- 7 hours 00 minutes

This does not preclude duties assigned after the school day that were in effect in the High School or Middle Schools during the 1983-84 school year. In the case of the elementary schools, any teacher assigned bus duty beyond the normal work day shall be compensated at a rate of:

\$20.00 per hour in 1993-94

\$20.00 per hour in 1994-95

Any music teacher currently not receiving a stipend, who is required by a building principal to conduct, supervise or participate in a performance or activity beyond the normal workday, shall be compensated at a rate of:

\$20.00 per hour in 1993-94

\$20.00 per hour in 1994-95

B. It is the intent of the Board, and where feasible, the Board will require teachers to teach no more than two (2) subject areas, nor more than a total of three (3) teaching preparations in any one school day.

C. It is the intent of the Board that, whenever feasible, schedules shall be adopted in the secondary schools so that teachers will not be required to teach more than three (3) consecutive periods without release time.

D. Elementary teachers shall not be required to teach continuously for more than three (3) hours in a classroom teaching situation, except on those days designated on the school calendar, or by the Superintendent, as 1 p.m. dismissal days. This limitation on consecutive classroom teaching hours shall not apply to teachers of special education classes.

E. Teachers may, subject to obtaining permission from the school principal, leave the building during their scheduled duty-free period, if no conference or previous commitment has been made.

F. Written permission for field trips approved by the building principal shall be obtained from the Superintendent. If the Superintendent does not consent, then, there will be no field trip.

G. (1) Wherever possible, elementary teachers will be granted preparation time when Art, Music, Physical Education, and in the case of third (3rd) grade, Library is provided by special subject area teachers.

(2) Whenever possible, each High School and Middle School teacher shall have a minimum of one (1) period each day, equal to the amount of time of one (1) class period for preparation time. This time shall be scheduled during the instructional day.

(3) In the event a teacher is required to perform a duty during his/her "prep" period, he/she shall be compensated at the rate of \$10.00 per period or fraction thereof.

(4) A teacher shall be paid \$10.00 for each day of fraction thereof on which he/she has extra pupils in his/her class(es), because no class coverage is provided for teacher absence from his/her class.

H. In order to assure that elementary teachers have preparation time during the Art, Music, Physical Education classes and third grade Library, for their students, the special teachers for such classes will, for their absences, provide lesson plans for their substitutes. It is understood that the classroom needs will be filled first, with the Superintendent having the ultimate decision in such placement.

I. Each elementary teacher is entitled to a 55 minute duty free lunch period, except for duties assigned on an equitable rotation basis within each elementary building, for the purpose of supervising students in accordance with law and the practice concerning supervisory and non-supervisory duties established or operative during the 1979-80 school year.

J. High School Guidance Counselors may be required to work at night four (4) times each school year for a period of one (1) hour and 45 minutes each night provided that one (1) of such nights shall be scheduled on College Night. Guidance Counselors will be entitled to one (1) compensatory day to be scheduled on a mutually agreed upon basis, between the counselor and the department chairperson. It is understood that not more than one (1) counselor may take a compensatory day at a time. Requests for compensatory days shall not be unrea-

sonably denied. These nights shall be Monday through Thursday only and every effort will be made to provide proper security.

K. Elementary School teachers, who at the direction of their principal, perform bus, playground or cafeteria duty in the morning prior to the commencement of class responsibilities, or who are assigned lunchtime playground or lunchtime cafeteria duty, shall be permitted to leave school five (5) minutes after students' dismissal on the day of their assignment. If this is not possible on the specific duty day, then such early departure shall be permitted on the first available day thereafter when such teacher does not have an after school assignment.

L. Middle School teachers shall not be assigned more than five (5) days of detention duty per school year. Such assignments shall be done on an equitable rotating basis.

In the event a reduction in force occurs that reduces the level of staffing in the High School and the available reserve of teachers that can be assigned detention duties is affected, or an increase in student enrollment reduces the number of available teachers for detention, due to the fact that they must now assume homeroom responsibilities, then the District may exceed the limit of five (5) days, provided such assignments are done on an equitable rotating basis.

M. Special Subject Teachers such as, but not limited to, Art, Music, Physical Education, Library, and Special Service Personnel, shall be required to perform duties which shall be limited to duty or duties at one school only per day. Such teachers shall not perform such duty or duties more than three days per week.

ARTICLE VII

TEACHER FACILITIES

A. Each school shall have the following facilities:

1. If at all possible, space in each classroom will be provided for storage of instructional materials and supplies;

2. At the discretion of the principal, a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. An appropriately furnished room, with functioning air-conditioning, shall be reserved for the exclusive use of the teachers as a faculty lounge. Though the teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, same shall be regularly cleaned by the school's custodial staff;

4. A serviceable desk and chair for the use of each teacher;

5. Well-lighted and clean teacher rest rooms, separate from the students' rest rooms;

6. A separate, private, dining area for the exclusive use of the teachers which may be the teachers' lounge;

7. Suitable space for each teacher to store coats, overshoes and personal articles;

8. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach;

9. Adequate chalkboard space in every classroom;

10. A suitable dictionary in every classroom;

11. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities;

12. (a) With regard to school facilities to be constructed in the future, the Board will provide on paved parking areas, parking spaces for teachers, if the space is available. The area will be suitably marked;

(b) The Employee Liaison Building Committee shall offer suggestions regarding any proposed additions or alterations to the existing school building, or any proposed new buildings for the same school to be erected by the Board. All final determinations shall be reserved to the Board;

13. Teachers are to be given forms listing requests for repairs, replacements of equipment or materials no later than October 1st of each year. The forms shall be returned to the building principal for consideration;

14. The board agrees to provide an answer service for teachers to report unavailability for work. Procedures for using said service shall be distributed in writing to all teachers on the first day of school. Teachers who habitually fail to comply with the time limitations so distributed may be subject to disciplinary action;

ARTICLE VIII

TEACHER ASSIGNMENTS

A. All teachers shall be given written notice of any change in their class, subject, room assignment or building assignment for the forthcoming year, not later than June 15th, when practicable. These assignments may be changed after notification as determined by the needs of the school system as interpreted by the Superintendent.

B. Teachers who are assigned to more than one school shall be scheduled to limit interschool travel, to the extent possible, consistent with scheduling needs of the system and provided 15 minutes travel time between buildings.

A special subject teacher will be only assigned duty in one

building. That building is to be determined by the Superintendent based on the school in which the teacher spends the greatest amount of time. "Duty" shall be defined as "non-teaching duty". "Special" shall not include child study team members. Employees will not be required to drive students.

ARTICLE IX

VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS

A. The Secretary of the Board of Education will send to the Linden Education Association abstracts of the minutes of each Board of Education meeting, within a reasonable time after the preparation of said minutes, in each instance where teacher vacancies are listed in the said minutes.

B. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. The aforesaid written statement or application must be renewed annually. In considering an application for a change of class or school, the Board of Education agrees to give weight to the professional background and attainment of all applicants, the length of time that each has been in the school system, and other related factors. The decision of the Board of Education as to the making of such a change, if any, shall be final.

The teacher filing the said written statement shall include therein, his/her correct mailing address during the summer and he/she will be notified of any teacher vacancies that arise by notification in writing from the Superintendent's office to his/her summer address. Such reports for transfer shall be made not later than May 1st.

ARTICLE X

INVOLUNTARY TRANSFERS AND RE-ASSIGNMENT

A. 1. A transfer or re-assignment shall be defined as involuntary if written notification of objection thereto is given to the Superintendent by the teacher within five (5) days of notification.

2. Notice of any transfer or re-assignment shall be given to the teacher as soon as practicable and, except in cases of emergency, not later than fifteen (15) days in advance of actual transfer.

B. An involuntary transfer or re-assignment shall be made only after a meeting between the teacher involved and the building principal or subject supervisor, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or re-assignment at this meeting, upon the request of the teacher, the Superintendent or his/her designee shall meet with him/her. The teacher may have, at his/her option, an Association representative present at such meeting. Final assignment will be determined by the Superintendent or his/her designee in accordance with the needs of the school system.

C. The decision of the Board on all transfers shall be final and not subject to arbitration except if the transfer was made for disciplinary reasons.

ARTICLE XI

PROMOTIONS

A. 1. Positions paying a salary differential above the teachers' salary schedule, will be posted with the minimum qualifications required, not less than fifteen (15) days before the position is filled. Any teacher requesting an interview will be afforded one by the Superintendent or his/her designee.

2. Notification of positions paying a salary differential above the teachers' salary schedule which will be filled during the summer period when school is not regularly in session shall be posted in each school that is open as far in advance as practicable. Said notice shall be sent to each teacher who has submitted his/her name and summer address to the Superintendent together with notice of the types of positions for which he/she desires to apply. A teacher must renew his/her notification to the Superintendent annually.

3. When the appointment has been made for the position in question, the Board will notify the Association of the name of the person appointed, within three (3) days after the appointment is made.

ARTICLE XII

POSTING

The Administration shall notify the Association President of any vacant position, and shall post the same in each school of the district, not less than fifteen (15) days before the position is filled, or on the last working day for the respective categories of each ten (10) month employee vacancy known for the following September, in order to give employees an opportunity to make application for said

position. This clause shall not preclude a temporary appointment being made immediately. Final decision on appointments shall rest with the Board.

ARTICLE XIII

EVALUATION OF PRE-TENURE TEACHERS

The procedure for appraising pre-tenure teachers will be as follows:

A. In November, January and March, each pre-tenure teacher will meet in conference with his or her principal and, where applicable, the assigned supervisor or department head. At this conference the elements of teacher service will be reviewed and a cooperative appraisal will be made. In April, the principal will submit to the Superintendent, the result of the appraisal, duly signed by all participating personnel. In November, January and March, the teacher rated will receive a signed copy of the administrator(s)' appraisal for his/her personal record file.

B. Formal classroom observations by supervisory personnel (principal, supervisor, department chairman) shall include a follow-up conference with the teacher.

C. GENERAL CRITERIA

1. Open Evaluation - All monitoring or observation of the work performance of a pre-tenure teacher shall be conducted openly and with full knowledge of the teacher.

2. Copies of Evaluation - A pre-tenure teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

ARTICLE XIV

CONTINUATION AND TERMINATION OF EMPLOYMENT OF NON-TENURE TEACHERS

The Board and the Association agree that they will comply with and be governed by the provisions of the following statutes:

18A:27-10 "On or before April 30 in each year, every Board of Education in the State shall give to each non-tenure teaching staff member continuously employed by it since the preceding September either

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education, or

b. A written notice that such employment will not be offered."

18A:27-11 "Should any Board of Education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board of Education."

18A:27-12 "If the teaching staff member desires to accept such employment he shall notify the Board of Education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable."

ARTICLE XV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public laws of New Jersey, and of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any griev-

ance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. APPLICATION OF LAWS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere in the law.

C. DISCIPLINE

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Employees with statutory protection under the tenure laws or with alternate statutory appeals procedures may not submit disputes concerning disciplinary determinations affecting them in binding arbitration.

2. No teacher shall be disciplined or reprimanded in the presence of his/her classroom students, if the discipline or reprimand can be effectively administered privately, and if it is practical to administer the same privately.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required, in writing, to appear formally before the Superintendent or his/her designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. If an employee is suspended he/she shall continue to receive pay until formal Board action suspending the said employee has been taken and such formal action is sent to the Commissioner of Education by registered mail, return receipt requested. Nothing herein shall be allowed to contradict the existing law covering this subject.

E. STUDENT EVALUATION

No grade given by a teacher to a student shall be changed without written notification of the grade change being given by the principal to the teacher involved. In such case the teacher shall have the right to set forth in writing any justification for determining the original grade which should be given to the principal.

F. PERSONAL FREEDOMS

Teachers shall be entitled to full rights of citizenship, and no

religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law, or rules or regulations of the State or local Board of Education, and so long as the activities do not interfere with the proper exercise of the teaching duties and responsibilities of the teacher.

G. ASSOCIATION AND IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

H. PERSONNEL RECORDS (Applicable to tenure and pre-tenure employees)

1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. The employee shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

2. The Board shall not establish any separate personnel file which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and other similar documents.

3. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement.

ARTICLE XVI

BOARD RIGHTS

Except as modified, altered or amended by the within Agreement the Board of Education, on its own behalf and on the behalf of the voters of the City of Linden, retains the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey,

and the Constitution and laws of the United States.

ARTICLE XVII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. The Employee Liaison Committee in each school shall have the right to meet with the appropriate administrator of the school to suggest programs to meet emergency situations which may develop in the school, in order to protect the safety and well being of the teachers, students and property in the schools.

B. The employees hereunder shall be entitled to all the rights and privileges accruing to them pursuant to the following New Jersey Statutes:

18A:16-6 Indemnity of officers and employees against civil actions

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching or other assignment to professional field experience, the Board shall defray all costs of defending such action, including reasonable counsel fee and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."

18A:16-6.1 Indemnity of officers and employees in certain criminal actions

"Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

18A:30-2.1 Payment of sick leave for service connected disability

"Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or

wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee, pursuant to this section shall be reduced by the amount of any workmen's; compensation award made for temporary disability."

C. REIMBURSEMENT

The Board shall reimburse employees for loss of any clothing or other personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment. The amount of the Board's obligation, pursuant to the terms of this paragraph shall be limited to \$350.00 for each separate occurrence.

D. The Board agrees that it will have in place for each employee, written procedures to be followed in the event of a fire or bomb scare.

ARTICLE XVIII

EMPLOYEE-ADMINISTRATION LIAISON COUNCIL

A. An Employee-Administration Liaison Council shall be established. This Council shall meet with the principal at least once a month, whenever possible, during the school day for the duration of the school year to review and discuss local school problems and practices.

B. Association representatives appointed by the President of the Association shall meet with the Superintendent at least four (4) times a year to review and discuss current school problems and practices and the administration of this Agreement (October, January, March and June are the suggested months). There shall be no more than five (5) representatives of the Association at said meetings.

ARTICLE XIX

CLASS SIZE, NON-TEACHING DUTIES, PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Association Committees may make recommendations for consideration

by the Board and by the Superintendent concerning class size, non-teaching duties of teachers, professional development of teachers and educational improvement.

ARTICLE XX

SICK LEAVE

A. ACCUMULATIVE SICK LEAVE

1. a. All employees shall be entitled to twelve (12) sick leave days each work year as of the first official day of said work year, whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in the Linden School System.

b. Not later than September 30 of each year, every employee shall be informed of the total number of accumulated sick days he/she has to his/her credit.

2. A new employee whose contract effective date is after September 30 shall be entitled to sick leave on a pro rated basis. The schedule for pro ration is outlined under Appendix F of this Agreement.

B. NON-ACCUMULATIVE SICK LEAVE

Non-accumulative additional sick leave benefits may be allowed if an employee has exhausted his/her annual sick leave and his/her accumulated sick leave. The Board may pay such employee's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case. The Board decision is final and not grievable.

C. COMPENSATION FOR UNUSED SICK LEAVE

A teacher upon service retirement or disability retirement, in accordance with the pension fund, shall receive a lump sum payment equivalent to \$78.00 for each three (3) days unused accumulated sick leave.

A twelve (12) month secretary shall receive such lump sum payment equivalent to \$68.00 for each three (3) days of unused accumulated sick leave.

A ten (10) month secretary shall receive such lump sum payment equivalent to \$62.00 for each three (3) days of unused accumulated sick leave.

Upon the death of an employee while in active employment with the District, said compensation shall be paid to the employee's estate.

D. Staff members leaving school because of illness prior to

completion of one-half of the stated workday, will be charged with a full day's absence. Staff members leaving after completion of one-half of the stated workday, will be charged a half-day's absence.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary accumulative leaves of absence with full pay each school year:

1. The total number of possible days excusable for personal reasons shall not exceed three (3) days in any one year. Except in an emergency, seventy-two (72) hours or three (3) calendar days' notice in writing of intended absences must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees at one time. In the event of failure to make such request, the absence shall be considered non-excusable. The days allowed for absence because of personal reason of the employee shall be in addition to the days allowed for personal illness. No personal business days will be granted for the first two or last two weeks of school (i.e. September and June) except in case of extreme emergency. Such days allowed for personal reasons shall, if they have not been used during the year for which they were granted, be added to the accumulated sick leave of the employee for that year. In all situations referring to "emergency" in this paragraph, a valid reason for any such request shall be given by the employee on the answer phone service at the time of the request.

In addition to the option to convert unused personal leave days to accumulated sick leave, all Association members within this bargaining unit, may elect instead to receive a cash payment of:

\$72.00 per unused personal leave day in 1993-94 & 1994-1995 for teachers and:

\$41.00 per unused personal leave day in 1993-94 & 1994-1995 for others from the Board of Education for each unused personal day at the end of this school year in which the days were granted.

2. A new employee whose contract effective date is after September 30 shall be entitled to Personal Days on a prorated basis. The schedule for proration is outlined under Appendix A of this Agreement.

B. As of the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. At the discretion of the Superintendent, up to two (2) days for the purpose of visiting other schools or attending meetings or

conferences of an educational nature in addition to the two (2) days herein provided for attending the N.J.E.A. Convention. All teachers shall submit a written report to the Superintendent within one (1) week of visiting another school or attending a meeting or conference. This paragraph only applies to teachers.

2. At the discretion of the Superintendent, up to two (2) days for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.

3. Time necessary for appearances in any legal proceeding connected with the employee's employment with the school system, when requested by the Superintendent.

4. As to items B.1, 2 and 3 above, it is agreed that the employees shall make request for said leave at least two (2) school days prior to the commencement of same and that no day immediately preceding nor immediately succeeding a school holiday or recess shall be included in said leave.

5. Any employee shall be allowed the seven (7) calendar days of absence directly following and including the death of a member of his/her immediate family.

"Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, step-persons.

6. Any employee shall be allowed two (2) calendar days absence to include either the day immediately preceding the funeral and the day of the funeral or the day of the funeral and the day immediately following the same, in the case of death of an uncle, aunt, niece, nephew, sister-in-law or brother-in-law. Any employee shall be allowed up to three (3) consecutive calendar days' absence, one of which shall include the day of the funeral, in the case of the death of a father-in-law or mother-in-law, daughter-in-law and son-in-law.

The days allowed for absence because of death in the family should be in addition to the days allowed for other excusable reasons.

In all cases of excusable absence, an employee shall receive the regular compensation for such period of absence, not exceeding, however, the maximum determined by preceding sections hereof.

7. Time necessary (up to a total of fourteen (14) days) for persons called into temporary or active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government. The pay herein provided for shall only be given to the employee provided the said employee has requested the Armed Services to alter the time of the required duty so that it shall not conflict with school duties and the request was denied.

8. Days necessary to fulfill military requirements such as:

physical examination, mental examinations and other induction procedures.

9. Absence for assigned Jury Duty shall be allowed only if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.

ARTICLE XXII

SABBATICAL LEAVE

A. A sabbatical leave of one full year shall be granted to a teacher by the Board for study, including study in another area of specialization subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) teachers in the entire school system.

2. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be requested by the Superintendent, no later than January 1st of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Linden School District. For the purpose of this clause only, a full year of service is defined as a teacher performing his/her teaching functions one hundred (100) or more school days during a school year.

4. A teacher on sabbatical leave for a full school year shall be paid by the Board at sixty percent (60%) of the rate which he/she would have received if he/she had remained on active duty.

5. Upon return from the sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

6. It shall be understood that at the end of this sabbatical leave the teacher must return for not less than one full year to his/her teaching duties in the Linden School District, and that a transcript of educational courses shall be submitted to the Superintendent. It is agreed that if there is any violation of this requirement, the Board has the right to institute appropriate legal action against said teacher, to recover all monies and benefits paid to or on behalf of said teacher.

7. The leave must be of value to the school system.

8. A teacher to be eligible for consideration for a sabbatical leave must have worked the entire preceding school year.

B. Definitions Governing Sabbatical Leaves

For the purpose of this Article XXII, "study" shall be defined as follows:

The teacher must be enrolled in an educational institution taking courses of study in furtherance of his/her professional education as an educator and satisfying the requirements of the institution he/she is attending as a full time student.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship. In addition, the Board at its discretion, may award a leave of absence without pay of up to two (2) years to any tenure teacher who is awarded a fellowship by a governmental agency or an accredited college or university and is a full time participant in any such program.

B. Military Leaves

Military Leaves without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Anticipated Disability Leave

1. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay, unless application to and approval by the Board has been granted in accordance with Article XX, Section B. All policies, practices, rules and regulations applicable to employees granted leave under Article XX of this Agreement, entitled Sick Leave, shall govern such leave of absence.

2. a. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition

expected to result in disability as soon as the condition which may result in disability is known, and shall submit a certificate from his/her physician verifying the condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.

b. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

D. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than 65 days prior to the anticipated birth of a child. Such application shall be made through the Superintendent's Office. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.

2. Any non-tenured employee requesting a child rearing leave shall be granted the same; however, such leave may not be extended beyond the end of the school year in which the leave is obtained.

3. An employee returning to the system may be assigned by the Superintendent to any position within the certification of such employee as dictated by the needs of the system.

4. Any employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee had previously advised the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.

5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contraindicated; any such

extensions shall be subject to N.J.S.A. 18A:30-1 et seq.

Where an unpaid disability leave or child rearing leave is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year.

E. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to Sections A, B and C hereof, accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included.

F. All extensions or renewals of leaves shall be applied for in writing and if granted, shall also be in writing.

ARTICLE XXIV

SALARIES

A. If the District's computer system for payroll has the capacity to provide for the direct deposit of employees' entire payroll check to a maximum of two banks (to be determined by the Association which banks shall have branches in the City of Linden) and there is no cost to the Board, other than initial set up cost, then the Board will arrange to make such deposits, as authorized by the individual employees.

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers may individually elect to have deductions made from their monthly salary. Same may be withdrawn at the teacher's discretion.

3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June.

Salary Guides: Teachers are annexed as Exhibits A, B, C.

A teacher shall be entitled to increments as described above only if he/she shall have been in employment with the Linden Board of Education on or prior to February 1st of the preceding school year.

The increments according to the above guides shall be awarded only to those teachers whose professional competency has been judged

sufficiently satisfactory to justify each salary increment. This shall be considered in addition to and not in limitation of New Jersey Statute 18A:29-14 which shall be a part hereof.

5. All teachers are to be on the salary guide except if increment and/or raise has been withheld.

6. Definition, Prior Military Service:

a. Each year of active duty service in the Armed Forces of the United States by a teacher, prior to employment by the Linden Board of Education, will be considered as one (1) year of prior military service. Partial service of one-half (1/2) of a year or more, will be rounded off to the next whole year to determine credit, except in those cases where the total active duty service did not exceed six (6) months, in which case one-half (1/2) year credit will be given. To qualify hereunder, the teacher must have received an honorable discharge.

7. Longevity

Each teacher, after twenty (20) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

In 1994-95, longevity shall be increased to \$550.00.

Each teacher, after twenty-five (25) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty (30) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty-five (35) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

8. Individual home and supplemental instruction of students shall be paid at the rate of:

\$20.00 per hour in 1993-94

\$20.00 per hour in 1994-95

9. Sponsors of after school activities shall be paid at the rate of:

\$20.00 per hour in 1993-94

\$20.00 per hour in 1994-95

10. Teachers of classes held after the regular school day shall be paid at the rate of:

\$20.00 per hour in 1993-94

\$20.00 per hour in 1994-95

11. As concerns summer school employment sponsored by the Linden Board of Education, a teacher shall be paid for teaching thirty (30) days, four (4) hours per day, for each year of the contract, the sum of:

\$2200.00 to a maximum of \$2400.00 in 1993-94 & 1994-1995 plus \$100.00 per year increments.

12. The stipend for administrative aide shall be a differential of 1.06 of their salary guide maximum.

13. Employees who travel between building by designation of the Superintendent and those who travel by designation of the Superintendent out of district shall be paid by the IRS rate.

14. For purposes of placement on the Salary Guide, course work for thirty (30) credits beyond the Masters Degree must be attained in not more than a seven (7) year period from start to conclusion.

B. The salaries for all secretaries covered by this Agreement are annexed as Exhibits D, and E.

ATTENDANCE OFFICER SALARY

1.25 ratio applied to a minimum of ten (10) month secretary and maximum of twelve (12) month secretary.

1. \$500.00 longevity payment beyond maximum for personnel with twenty (20) years of service. \$550.00 in 1994-95.

\$1000.00 longevity payment beyond maximum for personnel with twenty-five (25) years of service. \$1050.00 in 1994-95.

\$1500.00 longevity payment beyond maximum for personnel with thirty (30) years of service. \$1550.00 in 1994-95.

\$2000.00 longevity payment beyond maximum for personnel with thirty-five (35) years of service. \$2050.00 in 1994-95.

2. Prior Business Experience

Secretaries shall be given proper credit on the respective Salary Guide for prior business experience up to a maximum of four (4) years.

ARTICLE XXV

SUPERVISION OF STUDENT TEACHERS

A. MUTUAL RESPONSIBILITY

The Board and the Association accept the joint responsibility to prepare teachers and to assist and provide student teachers with direct field experiences in the Linden School District that are relevant to the teaching act.

B. PROCEDURES

The following procedures shall govern the supervision of student teachers:

1. A teacher shall normally receive a request to take a student teacher at least four (4) weeks prior to the student's introduction to the classroom.

2. During the period of time that a cooperating teacher is supervising a student teacher, the cooperating teacher shall nevertheless be responsible for all of his/her normal and/or scheduled duties and responsibilities. However, no new or additional duties or responsibilities shall be assigned to the cooperating teacher during this period except in cases of emergencies.

3. All other Board adopted procedures governing the supervision of student teachers will be disseminated to teaching staff members assigned student teachers.

ARTICLE XXVI

INSURANCE PROTECTION

A. The Board shall provide, at its expense for all employees who shall be employed under a contract dated September 1 of each school year or before:

1. Health benefits including Major Medical insurance, provided by an insurance policy issued by Connecticut General Life Insurance Company, (C.G.), and described in certificate identified as group policy coverage, 2020535-01: Medical expense and in effect as of September 1, 1993. Said insurance is described in a booklet distributed to employees by the carrier.

2. Dental insurance provided by an insurance policy issued by C.G., dental expense 2020535 and in effect as of September 1, 1993. Said insurance is described in a booklet distributed to employees by

the carrier.

3. Prescription drug insurance by an insurance policy issued by C.G., medical expense (Prescription Drug), 2020535-01 and in effect as of January 1, 1994. Said insurance is described in a booklet distributed to employees by the carrier.

Insurance coverage referred to in sections 1, 2, 3 includes family coverage plan where applicable.

B. In the event that an employee elects not to participate in this program at the time of appointment, the employee will be reimbursed one thousand (\$1,000.00) dollars, providing the employee can show evidence of an existing health benefits insurance plan. This is effective January 1, 1994.

Upon request, the aforementioned employee shall have the right to re-enter the program, subject to the terms of the policy.

Anyone appointed and opting for the insurance subsequent to January 1 of the school year, shall have their reimbursement reduced by \$100.00 per month for each month of coverage.

C. All employees who shall be under contract dated after the beginning of their particular work year shall receive the above insurance protection under paragraph A after ninety (90) days of employment.

D. It is agreed that the Board is not self-insured to any extent and the only coverage will be provided by the carrier.

E. The Board shall also provide, at its expense for all employees who shall be employed under a contract dated September 1 of each school year or before: a six thousand (\$6,000.00) dollar life insurance policy for all employees. Said life insurance policy shall terminate with the termination of employment.

F. The Board shall allow an employee who so requests it who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this article, including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board for forwarding to the appropriate carrier for the maximum period allowed by the appropriate agency. This right may be extended. This provision shall only be applicable given such an option is permissible under the master policy of the provided benefit.

ARTICLE XXVII

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees, dues for the Linden Education Association, the Union County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of membership dues and that any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The filing of notice of an employee's withdrawal shall be prior to June 1st and become effective to halt deduction as of September 1st next, succeeding the date on which notice of withdrawal is filed.

C. REPRESENTATION FEE

1. The Association shall, on or before October 1st, deliver to the Board a written statement containing the following:

a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.

b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34:13A-5.4.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the

Board will commence deductions from salaries of such teachers in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee equally, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

a. In November, or

b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deductions of regular membership to the Association.

4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

D. PROVISIONS FOR NEW HIRES

1. The Board shall notify all new employees of the existence of the Linden Education Association by providing each such employee with a copy of the collective bargaining agreement.

ARTICLE XXVIII

INSTRUCTIONAL COUNCIL

A. There shall be continued in the school district an Instructional Council of five (5) faculty members selected from the members of the

faculty councils by the President of the Association and such administrators, if any, designated by the Superintendent, not to exceed five (5).

B. The Superintendent and the President of the LEA are ex-officio members of the Instructional Council.

C. The Chairperson of the Instructional Council shall be selected yearly from among the members of the Instructional Council. A secretary shall also be selected from among the membership.

D. The Instructional Council shall meet on a regularly scheduled basis and at such other times as is mutually deemed necessary, provided that any such meetings called, whether regularly scheduled or otherwise, shall not be scheduled during a regular school day. The Instructional Council may establish such committees and sub-committees as are deemed necessary by mutual agreement.

E. The Instructional Council shall meet for the purpose of conferring upon and pursuing toward recommending matters pertinent to the instructional program of the school system.

F. Items of agenda for consideration of membership may be initiated by the Instructional Council and/or the Superintendent.

G. Recommendations of the Instructional Council may be submitted to the Superintendent, and, at the Superintendent's discretion, may be conveyed to the Board of Education. The final determination regarding any recommendation shall be solely within the discretion of the Superintendent of Schools.

ARTICLE XXIX

TEACHER RESPONSIBILITY

A. It is agreed between the parties that the teachers shall act under the supervision of their superiors and shall be responsible for:

1. A demonstrable ability to handle their professional duties;

2. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by the superiors;

- 3.a. Attendance at staff meetings called by the Superintendent, his/her designees or an administrator, provided, however, that if a teacher is excused by the person calling the meeting, then the teacher shall not be obligated to attend such meeting. Staff meetings, workshops, and the like shall be called by the Superintendent, his/her designees or an administrator only on Mondays, except when the needs

of the system dictate otherwise. In such an event, advance written approval of the Superintendent, or in his/her absence, the Assistant Superintendent, is required, and forty-eight hours (48) advance notice is to be given to the teachers affected, except in cases of emergency. In no event shall there be more than five (5) such meetings in any one month. This meeting policy shall not apply to the first and last weeks of the school year for meetings called and conducted by building principals only;

b. Meetings shall commence no later than fifteen (15) minutes after student dismissal and shall run no more than sixty (60) minutes. Advance notice and agenda to the extent possible shall be given;

4. Recommending to the Pupil Personnel Services Department such pupils as, in the opinion of the teachers, require assistance from Pupil Personnel Department;

5. Maintaining such supervision as they may reasonably be called upon to carry out by their superiors.

B. Nothing herein shall be construed to deny or restrict to the parties hereto such rights as they may have under New Jersey School Law or any other applicable laws and regulations, and the responsibilities designated for the teachers in this Article shall be deemed to be in addition to those provided elsewhere herein and by any applicable laws and regulations.

ARTICLE XXX

TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board shall provide \$40,000.00 for the reimbursement of tuition expenses for teachers, in order to promote the Professional Development and Educational Improvement of teachers of the Linden Board of Education, subject to the following regulations:

1. No teacher shall be eligible for tuition reimbursement unless he/she shall have attained tenure in the Linden School System.

2. All courses, workshops and seminars taken under this Article must have the approval of the Superintendent of Schools. Reimbursement for any approved workshops and/or seminars shall not exceed state college tuition rate per credit hour. No employee will be reimbursed more than the cost of the workshop or seminar, and in no case more than a maximum of three (3) credit hours.

3. The funds provided herein shall be made available to teachers employed by the Linden Board of Education who shall apply for said

funds and these funds shall be distributed on a first come, first serve basis. It shall be the responsibility of the Superintendent of Schools to maintain records as to the date and time of each application. Any dispute arising hereunder shall be determined by the Superintendent of Schools.

4. Upon the presentation of an official transcript and request for reimbursement by the teacher, the Board shall reimburse said employee by April 1 or October 1 (whichever date falls closest after the request for reimbursement), provided at least thirty (30) days prior to the above dates, such application is made.

5. Applications for tuition reimbursement for teachers shall be made only for courses from an approved college or university graduate program or a technical center approved by the State Board of Education/Higher Education.

6. Reimbursement for tuition costs will be based on the teacher receiving a grade of B or higher for each cost. For courses not graded by a letter grade, the teacher must present evidence of successful completion.

7. The maximum number of credits for which reimbursement will be made shall be six (6) credits in any semester, but in any event not more than twelve (12) credits in any contract year (July 1 - June 30). Summer school credits shall be exempt from the semester maximum.

8. The maximum tuition reimbursement for each credit shall be at the state college tuition rate per credit per teacher per contract year. Teachers shall receive full reimbursement of tuition when such tuition is not calculated on a per credit basis. However in no case shall a course be reimbursed for a sum greater than that paid for a three (3) credit graduate course.

9. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during sabbatical leave.

ARTICLE XXXI

SECRETARIAL PERSONNEL

A. In the event of a reduction of force, non-tenured personnel shall be laid off before any tenured personnel may be laid off.

B. Tenured secretaries shall have seniority on a District-wide basis. Seniority shall be computed based on the number of years of employment in the District. The accrual of seniority shall be governed by State regulations. Should a break in service occur, seniority shall be lost. For the purposes of this section, break in service is defined as resignation or termination for cause. Whenever a laid off secretary is

recalled, he/she shall have all benefits, including but not limited to, unused sick leave, accrued seniority, and unused vacation time restored.

C. Any secretary who works more than forty (40) hours a week shall be paid at the rate of time and one-half for each hour or fraction thereof over forty (40) hours. Any ten (10) month secretary who works more than thirty-five (35) hours a week shall be paid at the rate of straight time for each hour or fraction thereof up to forty (40) hours. In the event an emergency is declared, a secretary who is requested to work a holiday, Saturday or Sunday, shall be paid time and one-half. Holiday is defined for the purposes of this section as a holiday on the adopted calendar. Recess time or vacation time shall not be considered a holiday for purposes of this Article, except the holiday itself. The Board agrees that should any secretary be required to work over forty (40) hours per week, said work shall be done only on direction from the immediate supervisor with the express approval of the Superintendent or his designee.

D. No secretary shall be required to work without air conditioning or proper ventilation during July and/or August. A secretary may be temporarily reassigned to another location that has air conditioning or proper ventilation in the event conditions do not allow for efficient work to be performed.

E. If new equipment is brought into an office, in-service training during normal work hours will be offered to those employees expected to use that equipment. For purposes of startup of this language, such training will also be offered on any equipment that has been put in place during the two (2) year period prior to July 1, 1984.

F. Twelve (12) month secretaries in the Superintendent's Office and the Business Administrator/Board Secretary's Office may use ten (10) vacation days other than during the summer months, with the prior written approval of their immediate Supervisor and of the Superintendent.

For twelve (12) month secretaries other than those in the Superintendent's Office and the Business Administrator/Board Secretary's Office who are employed in a school or department where there are two (2) or more twelve (12) month secretaries, in lieu of the present option of splitting said recess weeks, taking one-half of the working days in each, such secretary may take either the scheduled winter recess or spring recess and forego any time off during the other recess with the prior written approval of their immediate Supervisor and of the Superintendent.

The present option of splitting the recess weeks is continued except as specifically set forth above. In exercising any of the above options, there cannot be a situation which results in there being no coverage by a secretary in a school or department.

G. Vacations

1. All twelve (12) month secretarial staff hired prior to January

1, 1990 shall receive twenty (20) vacation days per year.

2. Any twelve (12) month secretary hired after January 1, 1990 shall receive the following vacation days:

0 months - 1 year	1 day per 2 months
1-----5 years	10 days
6-----12 years	15 days
13+ years	20 days

3. All secretarial staff shall be placed on either the ten (10) month guide or the twelve month (12) guide and have the same opportunity to reach maximum. Progression on steps in the guide will be one year at a time from the present step on guide.

4. The 10 month secretary's work year as September 1, to June 30, seven hours per day inclusive of lunch, plus such other time prior to September 1 as Board may determine at daily rate of pay. If secretary is called prior to September 1, prior commitment will allow secretary to reject work prior to September 1.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

A. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination and that all parties, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.

C. AGREEMENT ON REPRODUCTION OF CONTRACT

This Agreement shall be typed on a word processor by the Association. The Board shall provide paper, reproduction and collating. A Duplicate Disc shall be provided to the Board. The original will be kept by the Association.

This Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. A minimum of six hundred (600) copies shall be made for use by the parties.

D. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any teachers or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

E. All secretarial benefits, such as holidays, vacation days, sick leave, which existed prior to the signing of this Agreement shall remain in full force and effect until and unless otherwise changed through negotiations.

F. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, School #1 Annex, 728 N. Wood Avenue, Linden, New Jersey 07036. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

LINDEN EDUCATION ASSOCIATION


DENNIS P. GRIECO, PRESIDENT


A. MICHAEL HAMARA, SECRETARY

LINDEN BOARD OF EDUCATION


ALVIN COPLAN, PRESIDENT


ANTHONY DELSORDI, SECRETARY

APPENDIX A

SCHEDULE FOR ALLOCATION OF LEAVE DAYS FOR INITIAL EMPLOYMENT

EMPLOYMENT EFFECTIVE DATE	# OF SICK DAYS ALLOCATED	# OF PERSONNAL DAYS ALLOCATED
Sept. 1 - Sept. 30	12	3
Oct. 1 - Oct. 31	11	3
Nov. 1 - Nov. 30	10	2
Dec. 1 - Dec. 31	9	2
Jan. 1 - Jan. 31	7	2
Feb. 1 - Feb. 28	6	2
Mar. 1 - Mar 31	5	1
Apr. 1 - Apr. 30	4	1
May 1 - May 31	2	0
June 1 - June 30	1	0

EXHIBIT A

B.A. GUIDE

OLD STEP	SALARY 92-93	NEW STEP	SALARY 93-94	NEW STEP	SALARY 94-95
				0	32,000
		0	30,819	1	32,500
0	30,819	1	31,500	2	33,248
1	31,008	2	32,265	3	33,485
2	31,224	3	32,494	4	33,723
3	31,458	4	32,739	5	33,978
4(4,5)	31,712	5(5,6)	33,006	6(6,7)	34,255
5(6,7)	32,210	6(7,8)	33,529	7(8,9)	34,820
6(8,9)	32,750	7(9,10)	34,095	8(10,11)	35,640
7(10,11)	33,429	8(11,12)	34,944	9(12,13)	36,100
8(12,13)	34,300	9(13,14)	35,858	10(14,15)	37,440
9(14)	35,732	10(15)	37,360	11(16)	39,330
10(15)	36,910	11(16)	39,280	12(17)	41,400
11(16)	39,159	12(17)	41,350	13(18)	44,770
12(17)	41,215	13(18)	44,749	14(19)	48,530
13(18)	44,015	14(19)	48,509	15(20)	54,860
14(19)	48,300	15(20)	52,745	15(20+)	54,860
15(20+)	50,715	15(20)	52,745	15(20+)	54,860

EXHIBIT B

M.A. GUIDE

OLD STEP	SALARY 92-93	NEW STEP	SALARY 93-94	NEW STEP	SALARY 94-95
				0	35,500
		0	35,000	1	36,500
0	34,741	1	35,700	2	37,610
1	34,926	2	36,386	3	37,814
2	35,144	3	36,598	4	38,047
3	35,378	4	36,841	5	38,312
4 (4, 5)	35,632	5 (5, 6)	37,112	6 (6, 7)	38,590
5 (6, 7)	36,433	8 (7, 8)	37,890	7 (8, 9)	39,472
6 (8, 9)	36,975	7 (9, 10)	38,516	8 (10, 11)	40,373
7 (10, 11)	38,196	8 (11, 12)	39,889	9 (12, 13)	41,697
8 (12, 13)	39,615	9 (13, 14)	41,385	10 (14, 15)	43,380
9 (14)	41,280	10 (15)	43,131	11 (18)	45,340
10 (15)	42,494	11 (16)	45,170	12 (17)	48,540
11 (16)	44,980	12 (17)	48,185	13 (18)	51,359
12 (17)	48,160	13 (18)	51,260	14 (19)	54,360
13 (18)	51,060	14 (19)	54,300	15 (20)	61,880
14 (19)	54,060	15 (20)	59,495	15 (20+)	61,880
15 (20+)	57,207	15 (20+)	59,495	15 (20+)	81,880

M.A. + 30 GUIDE

OLD STEP	SALARY 92-93	NEW STEP	SALARY 93-94	NEW STEP	SALARY 94-95
				0	39,000
		0	37,906	1	39,350
0	38,797	1	38,340	2	39,750
1	38,997	2	38,550	3	40,150
2	37,497	3	39,075	4	40,885
3	37,997	4	39,600	5	41,246
4 (4, 5)	38,697	5 (5, 6)	40,335	6 (6, 7)	42,226
5 (6, 7)	39,597	6 (7, 8)	41,278	7 (8, 9)	43,245
6 (8, 9)	40,597	7 (9, 10)	42,426	8 (10, 11)	44,334
7 (10, 11)	41,697	8 (11, 12)	43,619	9 (12, 13)	45,383
8 (12, 13)	42,897	9 (13, 14)	44,878	10 (14, 15)	46,518
9 (14)	44,397	10 (15)	46,453	11 (16)	48,612
10 (15)	46,097	11 (16)	48,277	12 (17)	50,820
11 (16)	48,097	12 (17)	50,765	13 (18)	53,930
12 (17)	50,597	13 (18)	53,905	14 (19)	57,320
13 (18)	53,697	14 (19)	57,625	15 (20)	61,340
14 (19)	56,997	15 (20)	62,825	15 (20+)	65,340
15 (20+)	80,408	15 (20+)	82,825	15 (20+)	85,340

10 MONTH SECRETARY GUIDE

	1992-93 SALARY	OLD STEP	1993-94 SALARY	NEW STEP	1994- 95
				0	\$16.0
		0	\$16,313	1	17.0
0	\$15,804	1	16,514	2	17.2
1	15,904	2	16,723	3	17.4
2	15,212	3	16,946	4	17.7
3	16,447	4	17,185	5	17.9
4	16,496	5	17,446	6	18.2
5	16,967	6	17,723	7	18.5
6	17,131	7	17,900	8	18.7
7	17,327	8	18,095	9	18.9
8	17,506	9	18,292	10	19.1
9	17,783	10	18,520	11	19.4
10	18,570	11	19,435	OVER 11 MAX LEVEL - 2	
11	19,393				
MAXIMUM LEVELS					
		-	-----	I	20.1
		H	20,256	H	21.1
G	20,230	G	21,117	G	22.0
F	21,024	F	21,068	F	22.5
E	21,345	E	22,326	E	23.0
D	22,667	D	22,682	D	24.0
C	23,485	C	24,539	C	25.0
B	24,502	B	25,393	B	26.0
A	27,220	A	29,059	A	30.0

12 MONTH SECRETARY GUIDE

OLD STEP	1992-93 SALARY	NEW STEP	1993-94 SALARY	NEW STEP	1994-95 SALARY
				0	\$22,555
		0	\$21,790	1	22,772
0	\$21,045	1	21,992	2	22,993
1	21,245	2	22,201	3	23,201
2	21,459	3	22,423	4	23,435
3	21,688	4	22,664	5	23,682
4	21,927	5	22,924	6	23,957
5	22,209	6	23,208	7	24,254
6	22,573	7	23,502	8	24,572
7	22,952	8	23,877	9	24,922
8	23,352	9	24,276	10	25,347
9	23,814	10	24,700	11	25,832
10	24,368	11	25,247	12	26,377
11	24,928	12	25,822	MOVES TO MAX LEVEL - E	
12	25,508	MOVES TO MAX LEVEL - H			
				I	27,221
		MAXIMUM LEVELS			
		H	27,052	H	28,37
G	28,841	G	28,049	G	29,32
F	27,807	F	28,351	F	30,32
E	28,757	E	30,051	E	31,40
D	29,712	D	31,049	D	32,44
C	30,662	C	32,042	C	33,48
B	31,625	B	33,048	B	34,52
A	32,648	A	37,043	A	35,73